THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

W.P.No.20471 of 2005

Date:20.09.2005

P.Mallaiah

--------PETITIONER

The Management of Orient Cement Factory and others

---------RESPONDENTS

ORDER:

The 1st respondent is a Cement Factory. It has engaged the services of the 2nd respondent as a Labour Contractor to undertake certain activity in the Factory. The petitioner is one of the employees engaged by the 2nd respondent to work with the 1st respondent, the principal employer. He filed E.P.No.20 of 2002 under Section 11-B of the Industrial Disputes Act, 1947 (for short 'the Act') for the purpose of enforcing his rights under a Settlement, dated 26.08.1999, between the union of workers and the 2nd respondent. He pleaded that himself and 26 others were entitled to be provided work for 26 days in a month under the agreement and despite the same, respondents 1 and 2 are not providing work, to that extent. On behalf of respondents 1 and 2, it was pleaded that the agreement, dated 26.08.1999, was superseded by a subsequent agreement, dated 19.09.2002. The Labour Court dismissed the E.P. through its order, dated 04.04.2003. Hence, this writ petition.

Sri K.Vasudeva Reddy, the learned counsel for the petitioner, submits that the subsequent agreement, dated 19.09.2002, did not make any reference to Clause (7) of the earlier agreement and in that view of the matter, it cannot be said that the rights that have accrued to the petitioner were taken away.

The matter relates to the enforcement of a Settlement arrived at between the workmen and the management of an industry, under the provisions of the Act. One settlement was arrived at on 26.08.1999. Clause (7) thereof mandates that the petitioner and 26 other workers of a particular category shall be provided work for at least 26 days in a month. It is a matter of record that between the same parties, another agreement was entered into on 19.09.2002. The learned counsel for the petitioner has made available, the copies of both the agreements. A perusal of the 2nd agreement discloses that a specific reference was made to the first agreement and it was indicated as under:

> "Therefore, it became imperative to enter into a new agreement with improved production norms and manpower adjustments so that the existing contract with the Orient Cement would continue."

The right claimed by the petitioner is in relation to the manpower adjustment. When the second agreement dealt with this very aspect and provided for new norms, hardly there remains any doubt that the earlier agreement, dated 26.08.1999, stood superseded. The absence of such a specific observation of stipulation in the subsequent agreement does not make any difference. The Labour Court appreciated the matter from a proper perspective and this Court does not find any basis to interfere with the award passed by it.

Hence, the writ petition is dismissed. There shall be no order as to costs.

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20.09.2005

Jsu